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4455

COLLECTIVE BARGAINING AGREEMENT
Between the
ALDEN CENTRAL TEACHERS ASSOCIATION
(NYSUT, AFT, AFL-CIO)
and
THE SUPERINTENDENT OF SCHOOLS
ALDEN CENTRAL SCHOOL DISTRICT

7/1/2004- 2008^{6/30}

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ARTICLE 1 PREAMBLE AND PURPOSE

1.0 Preamble

This Agreement is made by and between the Alden Central Teachers Association (hereinafter referred to as the Association) and the Superintendent of Schools of the Alden Central School District (hereinafter referred to as the District).

1.1 Purpose

It is the intent and purpose of the parties hereto that this Agreement covering salary schedules, hours of work, and conditions of employment will establish a basis for continued cooperation, harmony, and good will between the District and the Association and will enhance the quality of education for the children in the District.

The successful conduct of the educational process can be assured only through the cooperation of the parties hereto.

ARTICLE 2 RECOGNITION

- 2.0 The District hereby recognizes the Association for the maximum period provided by law as the exclusive bargaining agent and representative for all personnel holding positions of employment for which the law requires certification by the Department of Education of the State of New York and includes registered nurses, occupational therapists (registered), and teacher assistants but excluding administrative personnel, elementary supervisors, the attendance officer and short-term substitute teachers.

ARTICLE 3 GRIEVANCE PROCEDURE

3.0 Grievance Definition

A grievance is a claim by an employee that there has been a violation, misinterpretation, or inequitable application of any provision of this Agreement.

3.1 Miscellaneous

- 3.1.1 All grievances shall include the name and position of the aggrieved party, the provisions involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said event or conditions, if known to the aggrieved party, and the general statement of the nature of the grievance and the redress sought by the aggrieved party. Except for informal grievance answers at Step 1, all grievance

answers shall be in writing at each step of the grievance procedure and shall state the reasons therefore. Each grievance answer shall be promptly transmitted to the teacher and the Association.

- 3.1.2 If the grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association directly at Step 2.
- 3.1.3 The preparation and processing of grievances, if necessary, may be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
- 3.1.4 The parties to this Agreement agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records concerning the grievance.
- 3.1.5 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the District or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the Grievance Committee, or any other participant in the grievance procedure, or any other person, by reason of such grievance or participation therein.
- 3.1.6 If a teacher or the Association files a written grievance alleging a violation of paragraph 3.1.5, section 4.5, section 7.0, or section 11.0 of this Agreement, the action of the District or its agents which is complained of in the grievance may not be made the subject of a proceeding before any other tribunal (whether legislative, executive, or judicial). If the teacher or the Association brings a proceeding before any tribunal (whether legislative, executive, or judicial) which claims that an action of the District or its agents violates any law or rule or regulation having the force and effect of law, that action may not be made the subject of a grievance which alleges a violation of paragraph 3.1.5, section 4.5, section 7.0, or section 11.0 of this Agreement.

3.2 Time Limits

- 3.2.1 All grievances will be processed as rapidly as possible and every effort will be made by all parties to expedite the process. Time limits specified for either party may be extended only by mutual agreement.
- 3.2.2 No written grievance will be entertained, and such grievance will be deemed waived unless a written grievance is presented at the first available step within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance is based.

- 3.2.3 In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is possible.

3.3 **Step 1 - Building Principal**

- 3.3.1 If the grievance is not resolved informally, it shall be reduced to writing and presented to the Building Principal. Within two (2) school days after the written grievance is presented to him, the Building Principal, without any further consultation with the aggrieved party or any party in interest, shall state his written answer thereon and present it to the teacher, his representative, and the Association.

3.4 **Step 2 - Superintendent of Schools**

- 3.4.1 A written notice of appeal from the Step One answer may be filed with the Superintendent of Schools only by the Association, but not later than fifteen (15) school days after the teacher has received a written Step One answer. Copies of the written Step One answer shall be submitted with the appeal.
- 3.4.2 Within ten (10) school days after receipt of the notice of appeal, the Superintendent of Schools may hold a hearing with the teacher, the Grievance Committee, or its representative, and all other parties in interest.
- 3.4.3 The Superintendent of Schools shall provide his written grievance answer to the teacher, the Grievance Committee, and its representative within eight (8) school days after the conclusion of the hearing or within ten (10) school days after receipt of the appeal if no hearing is held.

3.5 **Step 3 - Board of Education**

- 3.5.1 A written notice of appeal from the Step Two answer may be filed with the Board of Education within ten (10) school days after receipt of the response, or within ten (10) school days after the Superintendent was required to respond.
- 3.5.2 After the receipt of the notice of appeal, the Board of Education, or a committee thereof, shall hold a hearing with the teacher, the Grievance Committee, or its representative, and all other parties in interest, at the beginning of the next regularly scheduled Board meeting. The notice of appeal must be filed at least three (3) school days prior to such meeting, or the appeal shall be held over to the next Board meeting. Within five (5) school days after the conclusion of the hearing, the Board shall provide its written grievance answer to the teacher, the Grievance Committee, or its representative.

3.6

Step 4 - Arbitration

3.6.1

If the grievance is not satisfactorily settled at Step 3, the Association may invoke arbitration by filing with the Superintendent of Schools and the American Arbitration Association a written notice of such intent no later than ten (10) school days after the Step 3 answer. The parties will be bound by the rules and regulations of the A.A.A. in the choice of an arbitrator.

3.6.2

The arbitrator will hear the matter promptly and will issue his decision not later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The decision shall be final and binding on all parties. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusion on the issues.

3.6.3

The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which violates this Agreement.

3.6.4

The costs of the arbitrator's services, including expenses, if any, will be borne equally by the District and the Association.

**ARTICLE 4
RIGHTS OF PARTIES**

4.0

Just Cause

A probationary teacher or a tenured teacher appointed prior to 7/1/04 shall not be reprimanded, disciplined, or discharged without just cause.

4.0.1

Probationary teachers, hired after July 1, 1990, having completed two full years of employment with the District, may not be reprimanded, disciplined, or discharged without just cause.

The District agrees to include the evaluation system which was mutually developed by the parties and implemented September 1, 2000.

4.0.2

The provisions sections 4.0 and 4.0.1 shall not apply to teachers hired on or after 7/1/04.

4.1

Remedies for Tenured Teachers

The District shall comply with and follow the applicable provisions of Section 3020-a of the Education Law in the dismissal of tenured teachers.

4.2

Personnel Files

Only one official personnel file for each teacher shall be maintained in the District Office. The teacher or a representative possessing written authorization shall have access to said file at all reasonable times. No material shall be placed in any teacher's file unless the teacher receives a copy of same. The teacher shall have a right to respond to all materials placed in the teacher's official file and should acknowledge his having seen the materials by affixing his initials thereto.

4.3

Contract Implementation Meetings

Upon written request, the Building Principal shall meet at least once a month with the Association Building Committee to discuss questions relating to the implementation of this Agreement. These meetings shall be held at a mutually convenient time. Upon written request, the Superintendent of Schools shall meet at least once a month at a mutually agreed upon time with the Association to discuss matters relating to the implementation of this Agreement.

4.4

Association Attendance at Board Meetings

The Association may be present at all regular Board of Education meetings. A copy of the agenda and the official Board minutes of each Board meeting will be furnished to the President of the Association.

4.5

Availability of Information

The District shall make available to the Association any available District information, statistics, and records which are relevant to negotiations or necessary for the proper administration or enforcement of this Agreement. Any such documents made available to the public upon request will also be made available to the Association upon request.

4.6

Availability of Teaching Schedules

A current master schedule for each school shall be made available to all teachers.

4.6.1

The tentative teaching schedules for the following year will be made available to the teachers by no later than the last day of school of the preceding year.

4.7

Use of School Facilities

The school facilities will be made available for regular Association meetings and committee meetings. The building principal shall be advised of such use 24 hours prior to the scheduling of same.

4.8 **Association Leave (Short Term)**

The Association will be granted a total of six (6) paid man-days per year for appearance of its members at arbitration hearings, improper practice hearings or litigation, whether as witnesses, union representatives, or involved parties.

4.9 **Association Leave (Union Functions)**

A total of four (4) days per year with pay shall be granted to Association representatives for the purpose of attending outside union functions.

4.9.1 The Association President may request a substitute for the equivalent of one-half day every three weeks per school year. The cost of the substitute will be borne equally by the District and the Association. With the District's permission, alternate methods of release time may be used.

4.10 **Association Leave (Long Term)**

A leave of absence shall be provided to any employee for the purpose of serving as an officer of the Association or any of its affiliate organizations. Said leave shall be without pay and shall not count toward seniority rights for the duration of that service. At the end of that leave, the District shall return that teacher to the same or a reasonably similar position.

4.11 **Copies of Contracts**

Within thirty (30) days after execution by the parties of the collective bargaining agreement by the Association President and Superintendent, the Association will furnish a legible copy of the formal Agreement for distribution to each of its members. New employees will be furnished with a copy of the formal agreement upon employment. An additional twenty-five (25) copies will be provided to the Association.

4.12 **Non-Interruption of Work**

There shall be no strike, sit-down, slowdown, work stoppage, or limitation upon work during the life of this Agreement, nor shall any officer, representative, or official of the Association authorize, assist, or encourage any strike, sit-down, slowdown, work stoppage, or limitation, upon work during the life of this Agreement.

4.13 **Home Teaching**

The District agrees to pay at a rate of \$20/hour for home teaching contact time plus mileage from the point of departure to the student's residence and return.

4.14 **Separate Paychecks**

Separate paychecks will be issued to the employees three times yearly at or about the middle part of November, March, and June. A minimum of six (6) employees must request separate checks for the District to run an additional payroll. Employees requesting separate checks shall pay \$1.15 per check.

If BOCES permits, more frequent checks may be issued, but the District's costs, on a yearly basis, shall not exceed seven hundred fifty dollars (\$750.00).

4.15 **Free Tuition**

Teachers residing outside of the District may enroll their children into the Alden Central School tuition free.

4.16 **Special Education**

Special Education teachers shall be granted one day free of students for parent conferences and IEP preparation and such additional time as the Building Principal may approve.

4.17 **Chaperones**

Chaperones for school sponsored functions on school premises shall be paid \$15.00 per hour.

The building principal may approve other events being held off school premises. The number of chaperones is to be determined by the building principal and superintendent. The advisor of the sponsoring club or organization shall not be entitled to this benefit.

4.18 **Tax Sheltered Annuities**

The District agrees TSA changes shall be permitted at any time as allowed by law with proper notification of the Business Office, providing the Association can obtain one remitter to handle distribution of all monies as in the credit union. The District would then be obligated to issue one check.

4.19

Extra Professional Hours

When the District has additional needs and the Superintendent approves extra work hours,

1. The work may include additional duties or additional time for current assignments under unique circumstances (e.g., August exams).
2. When the rearrangement of teacher time within his/her contractual time is not feasible, the rate of pay shall be \$25.00 per hour. This shall not prohibit other voluntary arrangements between teachers and the District. There will be a one-hour minimum for each instance.

**ARTICLE 5
DUES DEDUCTION**

5.0

The District will deduct from the salary of any union member who so authorizes individually and voluntarily, in writing, the dues, fees, and VOTE/COPE contribution of the Association and other employee organizations, and will transmit these monies to the Association. The Association, alone, shall be responsible for the proper disbursement to the organizations designated by the authorization. The deduction authorization shall be supplied by the District to the Association by the opening day of school in September in the form adopted by the Association and the District.

5.0.1

All regular full-time and part-time teachers, who are members of the bargaining unit, but who are not members of the union, shall pay to the union in the same manner as provided for in Sec. 5.2 a service charge as a contribution towards the cost of administration of this agreement and the representation of such employees. The amounts of such service charges shall be equivalent to the amounts required to be paid as dues by those employees who become members of the union. The District shall, in accordance with the provisions of this Article, deduct such amounts from the non-member's salary and transmit the amount so deducted to the Association. The Association, alone, shall be responsible for the proper use and disbursement of these funds.

5.0.1(a)

Such deductions may be made only when the Association has established and maintained a procedure providing for the refund to any non-union member demanding the return of any part of an agency shop fee deduction which represents the non-union member's pro-rata share of expenditures by the organization in aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment.

- 5.1 The Association will present signed authorizations to the Superintendent of Schools on or about September 15th. Thereupon, the deductions shall be made in ten (10) equal installments beginning with the first pay received after October 1st, or such later date as may be adopted by the Association and the Superintendent of Schools. The District will transmit to the Association the monies deducted in each payroll period within ten (10) school days after the close thereof.
- 5.2 An authorization on file with the District shall be honored until and unless it has been revoked or amended by written notice to both the Association and the Superintendent of Schools who shall forthwith notify the Association.
- 5.3 The District will deduct, according to procedure noted in Article 5.1, from the salary of any union member who so authorizes individually and voluntarily, in writing, a contribution to VOTE/COPE, and will transmit these monies to the Association. The Association alone shall be responsible for the proper disbursement to the organization designed by the authorization.
- 5.4 No deductions shall be made until and unless the amounts to be deducted and any changes thereto are certified to the Superintendent of Schools by the financial officers of the employee organization designated in the authorization.
- 5.5 The authorization is made voluntarily and without fear of reprisal and with the understanding that the making of payments to VOTE/COPE are not conditions of membership in any labor organization or of employment with the school district and that VOTE/COPE will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections.

ARTICLE 6 WORKING CONDITIONS

6.0 Length of Year

- 6.0.1 The Association will guarantee the District the minimum number of days necessary for full state aid in each school year.
- 6.0.2 The District and Association agree that effective July 1, 2005 and thereafter, the work year will be a combination of instructional days and staff/curriculum development days not to exceed 188 work days. Instructional days shall not exceed 185 days in any year. Up to three (3) consecutive staff-curriculum development days may occur during the week preceding Labor day. The student attendance days and the Superintendent Conference Days will be scheduled between September 1 and June 30. Although it is the intent of this agreement that the calendar will be a collaborative effort between the District and the Association, the final calendar is the decision of the District within the parameters of the current bargaining agreement.

- 6.0.3.1 Notwithstanding the above, teachers shall not be required to work more than 188 days in the 2005-2006 school year. Effective 7/1/05, teachers shall not be required to work more than 188 days. Teacher workdays are student attendance days, Superintendent Conference days and Staff Development days. Any extra days beyond 188 days will be scheduled as vacation days extending Memorial Day weekend.
- 6.0.3.2 Of the first six extraordinary condition days (e.g., snow days), the District may require teachers to report two of the days. If the teachers are asked to report on either of the first two days, that day will be considered a teacher workday and will be used to extend the Memorial Day weekend. After the sixth day, teachers and students will be expected to attend school on the last Staff Development day of the year. For any additional extraordinary condition days, teachers and students will be expected to report to school during spring break, last vacation days scheduled, first used. If teachers are expected to attend school on an extraordinary condition day, they will report within two hours of their normal starting time. If a teacher cannot report to work, the teacher may apply to the superintendent for a third personal day for a maximum of two.
- 6.0.3.3 Under extraordinary circumstances, in the event of a weather or other emergency situation which prompts the state to reduce required student attendance, the District will apply to the proper New York State agency to receive whatever waiver is available for reducing necessary student attendance days. The District, in consultation with the ATA, will make a calendar adjustment as a response to the emergency situation.
- 6.0.3.4 The schedule for the Staff Development days will be a full workday with district-designed activities in the morning and teacher designed activities in the afternoon. No district activities will be scheduled after 11:30 a.m. If a Staff Development Day is scheduled on the last day of school, teacher dismissal will be 11:30 a.m.
- 6.0.3.5 On the first Friday of scheduled Regents examinations in June, students in grades K-5 will be dismissed prior to 11:30 a.m. Activities for teachers after student dismissal will be teacher designed.
- 6.0.3.6 Elementary and middle school students (grades K-8) shall be released by no later than 1:30 p.m. the last two days of the school year. Activities for teachers after student dismissal will be teacher designed, however, the District may schedule meetings (not to exceed one hour) to address building level issues on one of these days.
- 6.0.3.7 Superintendent Conference Days are full work days with district designed activities.

\$1,000.00 for mentoring each intern except where the intern works less than a full year in which case the stipend will be pro-rated.

6.2 **Twelve Month Employees**

Twelve-month employees shall work when the District office is officially open.

6.2.1 Twelve-month employees may be assigned to work no more than six (6) days total out of the Christmas and Easter recess.

6.2.2 Twelve-month employees shall receive twenty (20) vacation days to be used anytime during the school fiscal year (July 1 to June 30) with approval of the Superintendent or designated administrator. There shall be no carry over of vacation.

6.2.3 With the exception of Schedule E, an employee appointed to work beyond the ten-month school year shall receive an additional 10% of his or her 10-month salary for each month worked beyond the normal school year.

6.3 **Lunch Period**

All employees shall have an uninterrupted, duty free lunch period of at least thirty (30) minutes.

6.4 **Preparation Time**

Elementary teachers shall be guaranteed at least two hundred (200) minutes of preparation time per week and at least thirty (30) minutes per student day. Any scheduling adjustments and/or changes shall be made on an equitable basis. In no event shall any teacher with two hundred and twenty-five (225) minutes or more be reduced below two hundred and twenty-five (225) minutes, except for the purpose of producing the equity required by the proceeding sentence. Every effort will be made to provide five (5) daily equal preparation periods.

6.4.1 Teachers who lose preparation time when asked to cover another class or to attend mandatory meetings as scheduled by the District shall have such time recorded if the amount of time lost exceeds ten (10) minutes. In the event a teacher loses preparation time pursuant to this subdivision on five (5) separate occasions within one (1) school year, the teacher shall receive one (1) additional day of personal leave. Such day must be used in the school year in which it was granted and cannot be carried over into the next school year. Notwithstanding the foregoing, a teacher who would lose assigned preparation time shall retain the right to refuse to cover another class.

6.1 **Length of Day - Full Time**

The length of the school day for the employee shall be as follows:

High School and Middle School: The secondary teacher day shall not exceed seven (7) hours and twenty (20) minutes in length.

Elementary School: The length of the elementary teacher day shall not exceed seven (7) hours and twenty (20) minutes in length and shall commence one-half (1/2) hour before the elementary student day begins. The elementary day may be adjusted to accommodate grade level meetings. The day will not be shortened for students or lengthened for teachers.

6.1.1 **Part-Time Teachers**

The District will employ either full-time teachers or part-time teachers.

6.1.2 Part-time teachers shall be placed on schedule.

Part-time teachers in the secondary area shall be compensated as follows: One class or equal, 20% of the salary schedule, no benefits; two classes or equal, 40% of the salary schedule, 25% of the benefits; three classes or equal, 60% of the salary schedule, 75% of the benefits; four classes or equal, 80% of the salary schedule, 100% of the benefits.

Part-time elementary teachers shall be employed for 3 3/4 hours and shall receive 60% of the salary schedule and 75% of the total benefits. Part time elementary teachers employed for more or less than half time shall receive the pro-rated equivalent compensation received by secondary part-time teachers. (Example: 6 elementary teacher position will receive 72.5% salary and 100% of benefits).

6.1.3 For purposes of 6.1.2 only under a flex schedule, one class is equivalent to one half a block and one block is equivalent to two (2) classes.

6.1.4 Time for preparation is factored into the above salary and benefits.

6.1.5 The workday for part-time teachers is to be continuous and no combination of part time teachers in any tenure area shall be used to eliminate a full-time position.

6.1.6 **Teacher/Mentor Program:**

The District shall maintain a teacher/mentor program that is in compliance with the regulations of the Commissioner of Education. Mentors shall be compensated at

6.5 **Open House**

Employees shall be present at one (1) "Open House" unless excused by the administration.

6.6 **Emergencies**

Employees will be expected to remain on the job in the case of an emergency as declared by the Superintendent of Schools. In such event, work assignments of teachers will be governed, among other relevant considerations, by the District's concern for teacher health and safety.

6.7 **Facilities**

The Board will provide the following:

1. A desk for the personal use of each teacher.
2. Suitable and secured storage facilities for personal belongings for each teacher.
3. Parking facilities for each teacher.

Any employee may recommend, in writing, to the Principal of the school concerned, desired changes in the physical aspects of the facilities provided. These changes may include but not be limited to such things as adequate lavatory facilities, planning centers, cafeteria arrangements, faculty lounge facilities, furniture, space, storage, etc. When such recommendations are presented to the Principal of the school concerned by the employee, every effort will be made to arrive at an equitable solution. If the matter is not resolved in a reasonable length of time, the employee or the Association will present said recommendation to the Superintendent for his/her consideration and written reply.

6.8 **Class Size**

The District and the Association recognize that the pupil size of a class has a direct bearing upon the quality of education, which can be offered and also has a direct bearing upon the ability of a child to learn. The Board agrees to consult with the Association before modifying acceptable standards of pupil class size, and the Association agrees to continue to make every effort to provide the best possible educational program even though pupil class size may exceed what is considered to be desirable.

- 6.8.1 Under the high school flex schedule, the District agrees to target maximum class size range of 18-22 students based on an average number of students in a teacher's daily class schedule excluding advisory period, which will have a maximum targeted range of 13-15 students. Every effort will be made by the District to adhere to the targeted number of students. The district agrees to meet with the Association whenever the target class size range is not met for any teacher. At no time will any teacher be involuntarily assigned more than the targeted number of students two semesters in a row.

6.9 **Teacher Load**

The District recognizes that the proficiency and efficiency of a teacher can be adversely affected by the imposition of too heavy a work schedule. Such a situation is detrimental to the best interests of the pupil and the teacher. The Board agrees to consult with the Association before modifying acceptable standards of teacher workload.

- 6.9.1 Under the flex schedule (Block, Alternating, Combination, Shared):

1. Sections 6.9.2 and 6.9.2.5 are void.
2. A teacher will not have more than four (4) different preparations per day. Preparation is one subject taught in the same time frame. For example, French 2 in a block, a period, and alternating days equals three (3) preparations. French 2 in two blocks equals one preparation per day.
3. A teacher will not have an advisory assignment with more than a targeted 13 to 15 pupils. The primary purpose of the advisory period is to provide a (36-40 minute) period within the school day for teachers and students to meet informally. Excluding the instruction of new material and regularly scheduled remediation, advisory period activities may include: homework help, guidance assistance, library work, health needs, academic center, assemblies, and informal discussions. Employees in the following positions will not be assigned an advisory period but will be available to students: guidance counselor, librarian, nurse, social worker, psychologist, athletic director, year book advisor and academic center teacher. Special education students will be assigned to advisement in a blended setting. There will be a special education teacher, a general education teacher, special education students and general education students in the same room. The advisement period will offer the same services and follow the same guidelines as all other advisement sections.

4. The teaching schedule for the Athletic Director will not be greater than the equivalent of one block assignment for one semester and two blocks for the other semester for a full-time position.
 5. The utilization of a block or flex schedule shall not result in the reduction recognized as members of the ATA bargaining unit. In the event that there is a reduction of a full-time person to a part-time status, the least senior person in that tenure area will have the option of electing part-time ten month status or full-time semester status if available.
 6. Adjustments or changes to 6.9.1 may be requested by either party at any time. However, all changes must be mutually agreed upon by the ATA and the District.
 7. If the district decides to return to a nine period day schedule as used in the 1999-2000 school year, the intent of this agreement is for teachers to have five instructional periods per day. The Association agrees to the equivalent of six instructional periods per day only under the flex schedule below.
 8. No teacher will be assigned more than two periods a day except under the shared schedule.
 9. Assignment to the academic center or remediation will constitute a class assignment (block or period).
- 6.9.1.1 Under a block schedule, one block is the equivalent of two periods and not to exceed 82 minutes.
- 6.9.1.2 Under a block schedule, no teacher may be assigned more than three blocks and one advisory period per day. Each teacher will receive one lunch period daily, one preparation block per day and no other assignments or duties.
- 6.9.1.3 Under an alternating schedule, the high school teacher will be assigned no more than six blocks and two advisory periods and two preparation blocks over a two-day cycle.
- Each teacher will receive one lunch per day and no other assignments or duties. No teacher shall have more than four different preparations over a two-day cycle.
- 6.9.1.4 Under a combination schedule, at no time will any teacher be assigned more than two blocks, an advisory and two periods daily. Each teacher will receive one lunch daily and one preparation block or two preparation periods per day with no other duties or assignments.

- 6.9.1.5 Under a shared schedule, a teacher assigned to the high school and any other building will be guaranteed a daily lunch and two preparation periods. Between buildings, no teacher will be assigned a daily schedule that exceeds one block and three periods daily with one supervisory or one advisory assignment. All teachers assigned to more than one building will have approximately twenty (20) minutes going to the middle/intermediate school, and approximately thirty (30) minutes going to the primary school, St. John's or the Erie County Correctional Facility. Assigned travel time is not concurrent with their lunch or preparation time per instance of travel.
- 6.9.1.6 The District may create full-time semester positions for 20-week duration only and only for additional staffing. The posting will indicate the duration of the position. No combination of full-time semester positions will replace a full-time position. Any teacher who has been appointed for two 20-week appointments will be considered to have one year of district-wide seniority upon completion of the second 20-week appointment. A teacher who has been appointed to two 20-week positions in the same school year will be considered full time. A full-time semester teacher will be placed on schedule and receive full benefits during the time of employment with the following exceptions: the full-time semester teacher will not be eligible for section 15.0-15.3 (Department Chair), 16.9 (Sabbatical), or 16.1 (Extended Illness). The full-time semester teacher will be pro-rated for the article 16.3 (personal leave days), 16.0.1 (sick days) which may accumulate, and 20.5 (dental plan). The full-time semester teacher will accrue district seniority but not seniority towards tenure, based on New York State regulations.
- 6.9.2 The assignment for secondary teachers in the high school shall consist of twenty-five (25) teaching periods, at most seven (7) supervisory periods, at least eight (8) preparation periods, at least one (1) per day, and five (5) lunches per week for a nine (9) period schedule. The District may assign up to twenty-five (25) teaching periods per week to teachers over and above the weekly amounts set forth herein in lieu of supervisory periods. Every effort shall be made to rotate these additional assignments from year to year.
- 6.9.2.1 Since the District adopted a nine (9) period day in the Middle School, the assignment for Middle School teachers shall consist of twenty-five (25) teaching periods, at most seven (7) supervisory periods, at least eight (8) preparation periods (at least one (1) per day) and five (5) lunches per week for a nine (9) period schedule. The District may assign up to twenty-five (25) teaching periods per week to teachers over and above the weekly amounts set forth herein in lieu of supervisory periods. Every effort shall be made to rotate these additional assignments from year to year.
- 6.9.2.2 In the event the District does not adopt a nine (9) period schedule, the assignment for Middle School teachers shall consist of five (5) teaching periods and one (1) period of supervisory assignments per day. The District may assign up to twenty-five (25) teaching periods per week to teachers over and above the weekly amounts set forth

herein in lieu of supervisory periods. Every effort shall be made to rotate these additional assignments from year to year.

- 6.9.2.3 Notwithstanding the foregoing, a teaching team shall have the discretion to adopt necessary variations within the schedule subject to approval by the Building Principal.
- 6.9.2.4 Tenured teachers shall be permitted to volunteer for a sixth class after prior consultation with the Association.
- 6.9.2.5 Classes in a) instrumental music, b) remedial classes and c) resource room classes shall not be subject to the twenty-five (25) teaching period restriction set forth in paragraph 6.9.2, 6.9.2.1 and 6.9.2.2 above.

6.10 **Cafeteria Monitor**

- 6.10.1 The duties of cafeteria monitor shall be on a voluntary basis whenever possible.
- 6.10.2 If no volunteers are forthcoming, the Building Principal shall have the right to designate a cafeteria monitor. In no case shall such designation be for a period in excess of one (1) semester a school year.
- 6.10.3 Elementary teachers (K-5) shall not be required to act as Cafeteria Monitors.

6.11 **Study Hall**

In no event shall a teacher supervising a study hall be responsible for more than sixty (60) pupils.

6.12 **Supply Requests**

Supply requisitions will be distributed to teachers at least thirty (30) days before their due date. Where deletions are necessary from the requisition submitted, every effort will be made to confer and to discuss the proposed deletions with the requesting teacher and to comply with the teacher's recommendations whenever possible.

ARTICLE 7 PROTECTION OF TEACHERS

- 7.0 The District agrees to provide legal counsel to defend any teacher in any action arising out of any claim or suit by reason of alleged negligence or other act resulting in accidental bodily injury or death of any person, or in accidental damage to or destruction of property, within or without the school building, providing the teacher was acting in the discharge of his duties, within a scope of his employment, or under

the direction of the Board.

- 7.1 Whenever a teacher is absent from school as the result of a personal injury caused by an assault as defined in the Penal Law of the State of New York arising out of and in the course of his employment, he shall be paid his full salary for the period of such absence for up to one (1) calendar year without having such absence charged against the annual sick leave or accumulated sick leave. When absence arises out of or from such assault, the teacher shall not forfeit any sick leave or personal leave and will be paid his full salary for the period of such absence. The District reserves the right to have said teacher examined by a Board physician subject to the provisions of Education Law.
- 7.2 The District shall reimburse the teacher for any clothing or other personal property damaged or destroyed in an assault as defined above.

ARTICLE 8 STUDENT DISCIPLINE

- 8.0 The District recognizes the responsibility of the administration to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the school. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the administration will take steps to assist the teacher with respect to such a pupil. The Board of Education will support such action.
- 8.1 A teacher may send a pupil from his class to the Principal's office when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. The pupil will be readmitted to class only upon authorization of the Principal after communication with the teacher. Communication shall include a statement of action taken.

ARTICLE 9 TEACHER AIDES

- 9.0 The Administration will consult in advance with Association representatives, the appropriate department chairperson, or grade level chairperson before hiring any new aides for the purpose of discussing the aides' duties, direction, supervision, assignments, and responsibilities.
- 9.1 It is not the intent of the District to employ teacher aides and/or assistants in lieu of classroom teachers.

- 9.2 Teacher aides and assistants will be employed to assist the professional teachers in the performance of their responsibilities. Teacher aides and/or assistants shall work under the direct and immediate supervision of a classroom teacher or an administrator.

ARTICLE 10 SENIORITY LIST

- 10.0 The District shall supply the Association with an updated seniority list no later than October 30th of each year and amendments to such list as the District becomes aware of them.

ARTICLE 11 LAYOFFS

- 11.0 In reducing and increasing the number of teachers, the District shall follow the applicable provisions of the Education Law.
- 11.1 Those employees who may be subject to lay-off shall be notified no later than April 15th.

ARTICLE 12 TRANSFERS

Kindergarten through 6
Grades 7 through 12

- 12.0 Transfer: An appointment from an encumbered position in one building to a vacancy in a different building. Buildings are high school, middle school, intermediate, primary, and Erie County Correctional Facility and any other buildings serviced by the District. For the special education department only, the buildings are high school, middle school and elementary (which includes primary and intermediate as one building) and any other buildings serviced by the district.
- 12.0.1 Involuntary transfers will be based on seniority: least senior teacher in the tenure area involved will be transferred.
- 12.0.2 Voluntary transfers to the teacher's current or past tenure area will be based upon seniority unless the district can demonstrate in writing to a committee of two administrators chosen by the superintendent and two ATA members chosen by the president that, based on the criteria listed below, another candidate is significantly better qualified for that position. If two or more members of the bargaining unit apply and, based on the criteria below, all candidates are equally qualified, seniority will be the determining factor. The District must demonstrate in writing to the above

joint committee's satisfaction that the less senior person is significantly better qualified for the position. The interview process for current employees will be voluntary.

- 12.0.3 A teacher who requests and is granted a voluntary transfer will not receive another voluntary transfer for three school years unless mutually agreed upon with the district.
- 12.0.4 Voluntary transfers to a different tenure area will be at the discretion of the District and may require a current employee to submit to the District's interview process. The District will appoint a certified current employee over an uncertified non-employee. Notwithstanding the above, certified employees who would otherwise be excessed from the District will be assigned to a vacancy without requirement of the interview process.
- 12.0.5 An assignment is a designation to an encumbered position within the same building in the same tenure area as currently assigned. Assignments will be at the discretion of the principal with the following exceptions: no teacher will be involuntarily reassigned more than once in a three-year period and no teacher will be involuntarily reassigned outside his or her current tenure area beyond the five classroom hours per week allowed by state regulations.
- 12.0.6 Vacancy: an unencumbered position.
- 12.0.7 Encumbered position: a position currently filled by a teacher presently employed or on a leave. A teacher returning from a leave will be appointed to a position within the same tenure area.
- 12.0.8 Seniority in a tenure area used for the purposes of transfers will be district-wide seniority and shall not be based on an individual's years of service within any particular building. Seniority is determined by the date of hire minus leaves of absence; if more than one teacher is hired on the same date, the person listed first in BOE minutes will have greater seniority.
- 12.0.9 Criteria for assignments and transfers, equally weighted, will be:
 - A. certification;
 - B. successful experience in the same, similar, or current position;
 - C. additional preparation, experience, education, or unique advantage District relevant to the position;
 - D. seniority or years of service in the district.

- 12.0.10 If a teacher wishes to change assignments or transfer to a different building, he/she is encouraged to state these preferences to his/her principal prior to March 1 for the following year. Such preferences are in no way binding to the District or teacher and should not be considered for purposes of Article 12 above.

ARTICLE 13 VACANCIES

- 13.0 If a vacancy exists within the bargaining unit, it shall be posted conspicuously in all buildings for a minimum period of fifteen (15) days prior to the intended day of filling that position.
- 13.1 Simultaneous to a posting of any unit position for the Alden Teachers Association, the building administrator in the building in which the position exists will announce to the faculty the exact nature (grade level, etc.) of the position in question. That information will also be given out to any unit member who calls or writes requesting any information concerning the above-mentioned position. If the vacancy is filled internally, the resulting new vacancy will be posted and announced in accordance with above.

ARTICLE 14 SUBCONTRACTING

- 14.0 During the term of this Agreement, duties presently, historically, and traditionally performed by teachers shall not be performed by any agency or individual outside this bargaining unit without express written consent of the Association. The foregoing shall not apply to arrangements and contracts entered into with the Board of Cooperation Educational Services.

ARTICLE 15 DEPARTMENT CHAIRPERSONS AND GRADE LEVEL CHAIRPERSONS

- 15.0 **Positions**

The following positions shall be in existence:

- (1) **Department Chairpersons - Grades 9-12**
Business Education Social Studies
English Mathematics
Sciences

- (2) **Department Chairpersons - Grades 6-12**
 Family and Consumer Science Language
 Technologies Guidance
- (3) **Department Chairpersons – Grades 6-8**
 English Social Studies
 Mathematics Science
- (4) **Department Chairpersons – Grades K-12**
 Special Education-1 per building Art
 Physical Education & Health Music
- (5) **Grade Level Chairs**
 K, 1, 2, 3, 4, 5

15.1 **Voluntary**

All such positions shall be filled only on a voluntary basis. Should there be no volunteers, the District may appoint a chairperson for a period not to exceed one (1) year. Any person so appointed shall not be required to serve again until all other persons in the department or grade level have acted in such capacity.

15.2 **Criteria for Filling Positions**

Chairpersons shall be chosen by the Board of Education upon the recommendation of the Superintendent.

15.3 **Duties and Responsibilities - Chairpersons**

The Chairperson shall, under administrative supervision:

- (1) Coordinate curriculum within his area of responsibility and develop cooperation with her departments or grades.
- (2) Prepare and implement curriculum revisions.
- (3) Evaluate proposed textbooks, teaching aids and other curriculum materials and make specific recommendations for purchase.

- (4) Interview candidates for teaching positions and offer recommendations to the Principal concerning the professional capabilities of each candidate interviewed.
- (5) Review and coordinate examinations.
- (6) Assist in scheduling his area of responsibility.
- (7) Develop plans to improve methods of reporting pupil progress to parents.
- (8) Conduct regular meetings of teachers within his area of responsibility.
- (9) Coordinate all requisitions.
- (10) Write a report of up to two (2) pages to be sent to the BOE annually in the format as mutually developed by the chairpersons and the District.
- (11) Department Chairs (6-8) shall serve as communicators with grade level chairs (K-5) and Department Chairs (9-12).

15.4 **Meetings - Educational Study Council**

Chairpersons and administration shall meet regularly to consider proposals respecting curriculum, teaching methods, teaching aids and materials, and any other matters pertaining to the improvement of the education program carried on, or proposed to be carried on, in the District schools. Recommendations respecting these matters will be reported through the Superintendent of Schools to the Board of Education. No more than three (3) meetings per school year shall extend beyond 3:30 P.M.

- 15.4.1 In addition to Schedule D, each chairperson may request a substitute for the equivalent of one-half day four times per year. With the District's permission, the chairperson may take advantage of alternative means of release time.

ARTICLE 16 LEAVES

16.0 **Sick Leave**

- 16.0.1 Annual sick leave of twelve (12) days per year shall be granted for personal illness. These days shall be credited in September of each year and cumulative to two hundred (200) days, inclusive of the annual allotment. However, a teacher shall not

lose any of the annual days entitlement and any such time in excess of two hundred (200) days will be used to replenish the cumulative allotment, as same is used during the year until such time as the full twelve (12) days have been used. Employees appointed on a twelve-month basis shall receive one additional sick day a year.

16.0.2 Employees will furnish a physician's statement of illness after the fifth (5th) consecutive day of absence upon request by administrator. Unused sick days will accumulate from year to year for all employees up to the maximums stated above.

16.0.3 Sick leave may be used for the following purpose:

(1) Illness of the employee, including medical, dental, and optical appointments which will be limited to a half day or early dismissal whenever possible.

(2) Five (5) days for illness in immediate family residing in employee's household, including a mother and a father regardless of residence. "Immediate family" shall mean child, mother father, spouse, mother-in-law, father-in-law, brother, or sister. It is hereby understood between the parties that the five (5) days referred to in this provision are not in addition to the annual sick leave as provided for in Sec. 16.0.1.

16.0.4 Cumulative sick leave may be credited only during the term of employment.

16.0.5 An employee who is absent before and/or after a conference day and who does not attend the conference will not be paid for the conference day unless a day of sick leave is taken.

16.0.6 An employee who is absent before and/or after a holiday will receive regular pay for that holiday, provided absence is for one of the reasons recognized by the District.

16.0.7 When a day for sickness is taken from accumulated sick leave, it must only be a day that school is actually in session. During a long illness, the same regulation applies as long as the person is employed by the District.

16.0.8 When an employee who is currently enrolled in a District Group Health Plan or was covered under the District's group health at any time during the 60 days immediately preceding the effective date of his/her resignation for purposes of retirement leaves the District, the employee shall continue as an enrollee in the District's Group Health Plan under the same terms and conditions applied to actively employed teachers, except the full premium cost of the Group Health Benefits will be paid by the District from a reserve, computed according to the formula set forth in 16.0.8.2, until the reserve is no longer sufficient to pay the equivalent of one full month's premium,

whichever event shall occur first. In the latter event, the teacher may elect to pay in advance to the District the amount required which, together with the balance in the reserve is sufficient to pay one additional month's premium. He or she may elect to be reimbursed by the District for unused accumulated sick days as hereinafter provided. Notification of the election of this procedure must be given by the teacher to the District by no later than March 1st.

- 16.0.8.1 Any unit member who chooses to retire and has not been covered under the District's Group Health Plan for at least sixty (60) days immediately preceding the effective date of his/her resignation for purposes of retirement shall have his/her unused sick leave converted to cash at the rate of thirty percent (30%) of the teacher's daily salary (1/200) for ten (10) month employees, (1/220) for eleven (11) month employees or (1/240) for twelve (12) month employees. The District agrees to make a non-elective employer contribution in such amount to the employee's 403b account, subject to the contribution limits as outlined in the Internal Revenue Code, Section 415(C).
- 16.0.8.2 For any teacher eligible for state retirement benefits who retires from the District, the District shall reimburse the employee for all unused sick days accumulated since the date of hire by the District. An account shall be created and maintained by the District and unused sick leave shall converted to a dollar amount at the rate of fifty percent (50%) of the teacher's daily salary (1/200) for ten month employees, (1/220) for eleven (11) month employees or (1/240) for twelve (12) month employees. All monies kept on account but not expended at the time of death of a teacher and the teacher's spouse, provided the spouse was a beneficiary under the plan prior to the death of the teacher, shall revert to the District.
- 16.0.8.3 In the event a teacher with more than ten (10) years of service with the District is excessed, the District will reimburse the teacher for all unused sick days accumulated after July 1, 1980. Such lump sum payment shall be at the rate of thirty percent (30%) of the teacher's daily salary (1/200) for ten (10) month employees, (1/220) for eleven (11) month employees or (1/240) for twelve (12) month employees.
- 16.0.8.4 In the event a teacher dies in service, the number of unused sick days multiplied by 25% of his/her current daily rate of pay minus the life insurance benefit provided by the District will be held in escrow to pay for health insurance premiums for the surviving spouse. Any monies not spent at the time of the spouse's death will revert to the District.
- 16.0.9 In the event that an employee is going to be off sick, except extended leaves of absence otherwise provided for in this contract, he or she must call in to the District according to the teacher procedures for substitute call-in.

16.1 **Extended Illness - Disability Bank**

- 16.1.1 In cases of extended illness or disability, a bank of days has been established to be administered by the Sick Leave Bank Committee under established guidelines.
- 16.1.2 Each employee shall contribute one (1) day per year to the bank until it reaches a minimum of five hundred (500) days. Once the bank reaches a minimum of five hundred (500) days, employees will not be assessed a day until such time as the bank falls below one hundred (100) days. When the bank falls below one hundred (100) days, each employee will again be assessed one (1) day per year until the bank accumulates a minimum of five hundred (500) days.
- 16.1.3 All new employees shall be assessed one (1) day towards the bank regardless of the number of accumulated days in the bank at their time of hire before being able to participate in such bank.
- 16.1.4 Before an employee may take advantage of the bank, he or she must have exhausted all of his or her accumulated sick leave and the illness/disability must have been no less than thirty (30) consecutive work days in length.
- 16.1.5 The maximum draw on the bank shall be limited to one (1) year. An employee may apply to the sick leave bank committee specified in section 16.1.6 for additional time not to exceed two years total for the duration of the employee's service with the District.
- 16.1.6 The bank shall be administered by a committee consisting of four (4) members with an equal number being appointed by the Superintendent and the ATA President. The committee shall adopt guidelines and each application for the sick leave bank will be submitted to the committee, which shall evaluate it and make a final determination in each case.
- 16.1.7 A member who was utilizing the sick leave bank as of the date of ratification of this agreement by the Board of Education shall continue to be governed by the rules in effect at the time of the approval of that employee's application to the sick leave bank.
- 16.1.8 Effective September 2005, the District will contribute 188 days towards the sick leave bank on a one time only basis.

16.2 **Workmen's Compensation**

When sick leave is used during a compensable absence under Workmen's Compensation Laws of New York, upon return to work, the employee's accumulated sick leave balance will be credited with the additional full or half days determined

by dividing the total Workmen's Compensation payments by the teacher's per diem salary rate. "Per Diem Salary Rate" means the teacher's annual salary multiplied by 1/200th.

16.3 **Personal Leave Days**

16.3.1 Up to two (2) personal leave days shall be granted upon request, the nature of the request being only that circumstances surrounding the need are personal.

16.3.2 The District and the Association do not expect personal leave days to be used indiscriminately as days off, but rather for emergency situations not covered elsewhere.

16.3.3 The employee will file a written notice for personal leave days with the administration ahead of time. If this is not possible, the employee must phone the Principal of the school involved. Failure to do one of the above may void pay for a personal leave day.

16.3.4 It is hereby understood that personal leave days shall not be used immediately before or after any contractual holiday or vacation period.

16.3.5 Unused personal leave days shall accumulate and be added to the employee's unused sick days.

16.3.6 In the event of an emergency, a third personal leave day may be granted upon request to the Superintendent of Schools setting forth the emergency situation. This day may be used immediately before or after any contractual holiday or vacation periods.

16.4 See 6.2.2

16.5 **Bereavement**

An employee will be granted up to four (4) consecutive school days leave, including the day of the funeral, for each death in the employee's immediate family. "Immediate family" means the employee's husband, wife, children, stepmother, stepfather, stepchildren, father and mother of either the employee or the spouse, the brother, sister, grandchild, grandparents and fiancé of the employee.

16.5.1 The Superintendent may grant up to two (2) days bereavement leave for uncles, aunts, in-laws, and significant others.

16.6 **Court Appearance and Jury Duty**

16.6.1 An employee may be granted a maximum of two (2) days for Court appearances per year and an unlimited number of days for compensation hearings, provided the injury is school connected.

16.6.2 An employee is granted full pay while serving on a jury during his regular work day only for a maximum of ten (10) days; additional days up to ten (10) will be granted if required. Jury pay will be given to the District.

16.6.3 An employee serving on a jury shall report to the school whenever the Court is not in session.

16.7 **Political Leave**

Upon request, permanent and probationary teachers shall be granted political leaves in accordance with the following provisions:

16.7.1 With thirty (30) calendar day's notice, a teacher shall be granted up to four (4) weeks leave without pay for the purpose of campaigning as a candidate in a civic election for public office. At the end of the leave, the District shall return the teacher to a reasonably comparable position.

16.7.2 The District shall extend to the teacher who is elected or appointed to public office a leave of absence or absences without pay as needed to fulfill one (1) term of office not to exceed two (2) years. At the conclusion of such leave of absence, the teacher shall be returned to a reasonably comparable position.

16.8 **Child Care Leave**

Any member of the bargaining unit shall, upon prior written request, receive a childcare leave of up to three (3) semesters without pay. At the time of the request, the teacher shall specify the dates for the beginning and end of the leave. The termination date of the leave may only be at the beginning or end of each semester unless approved by the Board of Education.

16.9 **Sabbatical Leave**

16.9.1 **Applications**

1. One percent (1%) of the employees may be granted leaves during any one semester. Applications may be made for one (1) semester or for one (1) full academic year.

2. Each applicant for such leave shall file a written application as follows: by January 1st for leave July 1st or September 1st; by March 15th for second semester leave.
3. The Board shall complete action on January 1st applications by February 1st, and March 15th applications by April 15th.
4. Application for leave of study must include the names of the institutions at which the individual plans to study and the courses to be pursued.
5. All applicants must appear before the Board to explain their application requests before final decision may be made.
6. Each applicant shall be notified in writing of his acceptance or reasons for his rejection, said reasons to be other than economic.
7. Distribution to leave: care should be taken that the number on leave from any one school or department shall not be excessive as determined by the Superintendent of Schools.
8. No applications for sabbatical leave will be accepted unless the individual has been employed by the District for at least seven (7) years prior to the date of the application.

16.9.2

Salary

1. The employee granted leave shall receive full pay for one-half (1/2) year or two-thirds (2/3rds) pay for one (1) full year with the regular deductions and paid according to the regular pay schedule. The employee may apply for an extension of sabbatical leave for no more than one (1) semester. In no event shall the salary paid be in excess of these amounts.
2. The employee shall be placed on the appropriate salary step upon returning to this system. There shall be no loss of increments. Credit shall be given for one (1) service step during the term of the sabbatical leave.

EXAMPLE: Employee leaving at the end of the tenth step receives pay while on leave in accordance with the eleventh step, and shall be placed on the twelfth step upon return.

Provisions

1. Sabbatical leave shall not be considered termination or breach of contract.
2. The same position in the school system shall be guaranteed upon return.
3. Sabbatical leave will not exceed one (1) year.
4. It shall be a condition to the granting of sabbatical leave that a teacher granted the same shall not voluntarily leave the school system for a period of two (2) years following expiration of such leave. Therefore, teachers granted sabbatical leave will be expected to return to service in the school system. Teachers granted a sabbatical leave will be required to sign an agreement stipulating that:
 - (i) The salary paid while the teacher is on leave will be repaid by the teacher in the event that he does not return to service in the school system upon completion of the period of leave.
 - (ii) In the event that the teacher resigns within three (3) years after the termination date of the sabbatical leave, the teacher shall repay the entire amount of the salary so paid out by the District during the period of the sabbatical.
 - (iii) The repayment of salary required under 16.9 will be waived by the Board in the event of disability retirement or other resignation due to reasons of health in which the school physician certifies that the teacher is physically incapable of performing the duties of his position. The repayment of salary may be waived by the Board where the resignation is for other reasons deemed by the Board to be beyond the teacher's control. Resignations due to the relocation of the family on account of the employment of the teacher's spouse will not be considered "beyond the teacher's control."

ARTICLE 17
EDUCATIONAL CONFERENCE

The Board agrees to provide funds for attendance at educational conferences at the amount of Three Thousand Dollars (\$3,000.00) per school year during the term of this agreement.

- 17.1 Transportation costs will be paid for teachers attending educational conferences or meetings outside the immediate local area (30 mile radius of Alden and including City of Niagara Falls, New York). Other expenses such as lodging, meals, and registration fees are reimbursable according to the scale established in past practices.
- 17.2 The employee must request permission to attend educational conferences and meetings in writing to the Board, except in the local area, for their approval and financial reimbursement for said trip. This request must be given, if possible, to the School Principal prior to October 1st.
- 17.3 The employee must acquaint himself with reimbursable expenses before taking the trip by arranging an appointment with the employee's Principal to discuss this matter, for there are limitations, allowable and disallowable expenses for such a trip.
- 17.4 The mileage reimbursement when an employee uses his private car shall be the amount as set forth by the Board of Education.
- 17.5 An employee elected or appointed to an administrative office or local, state or national education organization shall be granted the following benefits:
- (1) He is allowed one (1) annual educational conference with expenses reimbursable by the District.
 - (2) He is also allowed a maximum of two (2) meetings with expenses reimbursed by the District providing approval is granted by the Principal in charge and the Board.
 - (3) A Principal may grant an employee attendance at meetings at his discretion when the District does not pay for expenses.
 - (4) Travel time cannot be permitted if school is in session. An employee must travel before or after school hours.

ARTICLE 18

TRAVEL

- 18.0 An employee is to use school transportation if it is available to travel from one building to another in the district or else he is to use his private car. He will be paid on mileage basis only when he must travel from one building to another within one (1) day and not when he is assigned to one building for a whole day.
- 18.1 The mileage reimbursement when an employee uses his private car shall be the amount as set forth by the Board of Education.

- 18.2 Insurance coverage is an employee's own responsibility when he uses his private car for school business.

ARTICLE 19

SALARY

19.0 **Schedules**

Salary Schedule A shall go into effect as of July 1, 2004, and shall remain in effect through June 30, 2008.

19.1 **Schedule Payment**

There will be twenty-two (22) paydays commencing with the first payday following the opening of school in September. If this day is the Friday before school begins, it will be distributed on the first Friday following the opening of school. Pay checks will be distributed on the last school day prior to a vacation period, provided any paycheck requiring adjustment may be withheld until the resumption of school. Any teacher who so elects in writing by August 1st will receive his annual salary according to the optional pay plan. This optional plan will be set up to ensure 26 equal payments. Distribution of these equal payments will be characterized by one paycheck received every pay day during the school year, and on the last pay day, he will receive all five (5) of the remaining checks.

19.2 **Schedule Placement**

- 19.2.1 All professional personnel should be placed on proper step in the new schedule as of July 1 of each year of service. New teachers will be hired on step and may be placed on step commensurate with their prior teaching experience. Credit may be given for military service or job related experience as mutually agreed upon.

- 19.2.2 Any teacher employed to fill a position of a teacher on leave where said leave is expected to exceed ninety (90) consecutive teaching days shall be placed on the proper step of the salary schedule with full benefits provided by this agreement.

- 19.2.3 A teacher must teach ninety (90) days during the school year to receive credit for the year on salary schedule.

19.3 **Professional Improvement and In-Service Education**

- 19.3.1 Employees will receive credit for additional work taken beyond the bachelor degree which will be applied toward salary increments. Credit will be given for the following hours:

- (1) All graduate hours as determined by the granting institution for an approved program and/or certification in the employee's field. A program plan approved by the college/university must be on file with the District Office.
- (2) Any other hours an employee takes that he feels will improve his teaching confidence which have been approved by the Superintendent prior to registration.

19.3.1.1 When the Master's Degree is earned, the teacher is placed on the base column of the Master's schedule at his/or appropriate step. Any graduate credits earned under 19.3.1 (2) beyond the Master's Degree accumulate allowing for movement to the next column.

19.3.2 In-service hours and granting of credits will be made under the following conditions:

- (1) The course must be directly related to the field in which the employee is presently teaching.
- (2) The employee must present written evidence of the completion of the course including a record of satisfactory attendance.
- (3) One credit will be allowed for each twelve (12) hours of class time.
- (4) The Superintendent must approve the granting of credit before presentation to the Board for approval.
- (5) Attendance at workshops during the normal school day will not be credited toward in-service hours.
- (6) After school in-service clock hours at the Alden Teacher Center may accumulate to a maximum of seventy-two (72) class hours or a maximum of six (6) credits per year (with no carryover, except as stated in item (7)) as of September 1, 2000.
- (7) District class time hours may accumulate to blocks of six (6) credits. District designated courses (with prior approval of the Superintendent) given through the Teacher Center will not be limited by item (6).
- (8) The Superintendent of Schools must approve in-service work as being in the same area in order for credit to be granted.

- (9) Reimbursement for expenses will not be a criterion for granting of in-service credit.
- (10) Courses or in-service work needed to be certified or qualified for any position in the District (coaching, etc.) are not granted in-service credit.

- 19.3.3 Such credits should be paid on Schedule A in blocks of six (6) credits; e.g.,
B1 = Bachelor's Schedule Base + 6 credits beyond Bachelor's Degree
B2 = Bachelor's Schedule Base + 12 credits beyond Bachelor's Degree
C1 = Master's Schedule Base + 6 credits beyond Master's Degree
C2 = Master's Schedule Base + 12 credits beyond Master's Degree
- 19.3.4 When the Master's Degree is earned, the teacher is placed on the base column of the Master's schedule at his/her appropriate step. Any in-service credits earned under 19.3.2 may accumulate, up to 72 hours, allowing for movement to the next column.

ARTICLE 20

FRINGE BENEFITS

20.0 Health Insurance

The District shall contribute to the employee benefit fund to be administered by the District and the Association up to the amounts listed below per full-time employee. The fund may be used for the following programs and in conformance with the rules and regulations of any applicable insurance company or policy: Basic Health Insurance (hospital and/or doctor); Major Medical Rider; Psychiatric Rider; and Prescription Drug Plan. The current program (employee benefit fund) being offered by the District includes the following: Blue Cross/Blue Shield, Independent Health, Univera, Choice Blue, Community Blue, Major Medical, and Prescription Drug Rider.

- 20.0.1 The District will pay an amount equal to 95% of the least expensive health insurance plan. Except where provided for in Section 20.0.2, the District will provide all teachers a single or family plan to choose one or neither. In September of each year, the teacher will receive information on the cost of each plan.
- 20.0.2 When both husband and wife are full-time employees in the District, they will be granted one (1) family benefit as provided in 20.0.1.
- 20.0.3 When an employee is granted a leave of absence due to personal illness, the District shall pay the rate as set forth in Section 20.0.1 for a period of five (5) months commencing from the date permission is granted by the Board.

20.0.4 In the event an employee of the bargaining unit elects not to enroll in the health plan as provided in the Article for an entire year (September 1 - August 31), the District shall pay \$1,000 to be added in the employee's last pay of such fiscal year. This applies only to employees who do not have a spouse employed by the District. Those with spouses employed by the District as of June 30, 1993 will receive the current benefit \$500.

20.1 **Life Insurance**

The District will provide at no cost to the employees a Ten Thousand Dollar (\$10,000.00) term life insurance policy.

20.2 **Tuberculosis Screening**

The District will assume the fees involved for a skin test for the purposes of screening for tuberculosis at the pre-employment and tri-annual physical examination. If the teacher is a positive reactor to the skin test, the individual will complete a form to evaluate whether he/she is experiencing any symptoms of active disease. If no symptoms are present, no further action will need to be taken. If the individual is experiencing symptoms, he/she will be referred to their personal physician for evaluation. Financial responsibilities for the evaluation will be covered under the employee's health insurance. The District will assume the co-pay for the referrals for TB evaluation.

20.3 **Inoculations**

The District will assume the fees involved in providing an annual flu shot to anyone who requests one. The vaccine is administered by the school medical staff (RNs) under the direction and orders of the school physician.

20.4 **Physical Exam**

The District requires a pre-employment and tri-annual physical examination. The District assumes the fees involved for the physical to be done by the school physician. The employee has the option to request, through the school nurse, if she/he so desires, an annual physical to be done by the school physician.

20.5 **Health Care Reimbursement Plan (IRC §105h)**

The District agrees to contribute \$475 per full-time equivalent teacher per fiscal year to an IRC §105h account to be established for each unit member. Each employee shall contribute one dollar (\$1.00) per month (\$12.00 per year) towards the administrative costs incurred by the District for the §105h Plan.

20.5.1 An employee may use the amount deposited in the §105h plan on his/her behalf for reimbursement of any unreimbursed medical expense pursuant to IRS regulations as determined by the plan administrator.

20.5.2 Any amount of money remaining at the end of a plan year shall be rolled over to the credit of the employee for the ensuing plan year, provided, however, that any amount credited to an employee who leaves employment with Alden Central School District for any reason other than by retirement under the provisions of the NYS Teachers' Retirement System shall revert to the District as of the date of termination of employment. An employee whose employment is terminated by retirement under the provisions of the NYS Teachers' Retirement System shall have access to any balance remaining in the account subject to IRC rules and regulations.

20.5.3 The District shall select the §105h plan administrator. If at any time in the future, the District changes the plan administrator with a resulting decrease in the annual administration fee for each participant, the savings from the change in plan administrators shall be shared equally between the District and employees covered by the plan.

20.6 **Retirement Incentive**

A retirement incentive shall be offered to all employees who retire during the school year in which he/she first reaches the age of eligibility under the NYSTRS. In the event that the employee does not retire at the end of the school year when they first reach eligibility, the employee shall forfeit such incentive. All employees, regardless of age, provided they are otherwise eligible under NYSTRS rules, shall be entitled to participate in this program. Such payment shall be twenty-five thousand dollars (\$25,000), for employees retiring on or before June 30, 2006, which shall be paid within 30 days of the date of their retirement. For employees retiring on or before June 30, 2008, the payment shall be twenty thousand (\$20,000), which shall be paid within 30 days of the date of their retirement. The provisions of this section 20.6 shall expire as of June 30, 2008 and shall not be extended pursuant to CSL §209-a(1)(e) (the "Triborough Amendment"), until or unless a successor agreement to this collective bargaining agreement so provides.

20.6.1 Notification of the election of this provision must be given to the District by the employee no later than March 1st of the school year in which they plan to take advantage of the provision, or two months prior to the effective date of retirement, whichever is sooner.

20.6.1 Notification of the election of this provision must be given to the District by the employee no later than March 1st of the school year in which they plan to take advantage of the provision, or two months prior to the effective date of retirement, whichever is sooner.

**ARTICLE 21
MISCELLANEOUS**

21.0 Duration of Agreement

The term of this Agreement shall be from July 1, 2004 through June 30, 2008 once signed by the President of the Association and the Superintendent of the District.

21.1 Savings Provision

If, at any time during the life of this Agreement, any term or provision of the Agreement is in conflict with any Federal or State law, such term or provision, as originally embodied in this Agreement, shall continue in effect only to the extent permitted by such law, provided that such articles or parts of articles cannot be amended to be applied and valid under Federal and/or State laws. If, at any time thereafter, such term or provision is no longer in conflict with any State or Federal law, such term or provision, as originally embodied in the Agreement, shall be restored in full force and effect. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

21.2 LEGISLATIVE APPROVAL

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

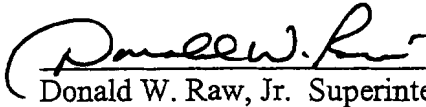
MEMORANDUM OF AGREEMENT

The Alden Central School District ("District," hereafter), by its Superintendent of Schools ("Superintendent," hereafter) and the Alden Teachers' Association ("Association," hereafter), by its President, each for good and valuable consideration, hereby agree as follows:


The terms and conditions of employment as Attendance Officer shall continue to apply to Sandra Wilhoff for so long as she is annually re-appointed as attendance officer by the Board of Education. When Sandra Wilhoff is no longer appointed to serve in the title of Attendance Officer, the position shall be deemed removed from the bargaining unit.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement the 17th day of December, 2004.

Alden Central School District


Donald W. Raw, Jr. Superintendent

Alden Teachers' Association


Michael Duncan, President

**MEMORANDUM OF AGREEMENT
HEALTH INSURANCE OPTIONS**

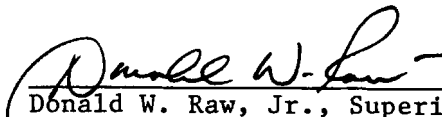
Health Insurance

1. The District and the Association mutually commit to explore health insurance options. Such exploration may include other bargaining units representing District employees.
2. A committee will be established to review and research the current health insurance or health related benefits and cost structure.
3. The committee may include representatives from other bargaining units representing District employees. The committee will consist of a member appointed by each participating Association president and an equal number of members appointed by the Superintendent.
4. The committee will review present health insurance or health related benefits, the pertinent sections of the collective bargaining agreements and other terms and conditions of employment applicable to such issues. If other bargaining units are involved, review of pertinent sections of those collective bargaining agreements will also take place.
5. The committee shall retain a third party consultant to assist with its functions pursuant to the terms of the Memorandum of Agreement.
6. The committee will report its and any recommendations for changes or additions to the collective bargaining agreement to the Superintendent and the President of the Association no later than June 30, 2005 unless the participating unit presidents and the District agree to extend the report date.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement the 17th day of December, 2004.

Alden Central School District

Alden Teachers' Association


Donald W. Raw, Jr., Superintendent


Michael Duncan, President

MEMORANDUM OF AGREEMENT

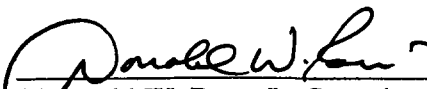
IT IS HEREBY AGREED by and between the Alden Central School District ("District") and the Alden Teachers Association ("ATA") that the Athletic Director position currently listed in contract shall become an administrative assignment and the position of Faculty Athletic Manager (FAM) shall be created to assist the Athletic Director. The FAM position shall be a posted position with an annual stipend of \$3,200. The FAM position shall be created for the next three (3) years beginning with the 2003-2004 school year and shall only be changed during that time frame by mutual agreement between the parties and/or contract negotiations. This change is being made because over the last six (6) years, on three (3) different occasions, including the Spring of 2003, no interested candidates applied for the position of Athletic Director and both the District and the ATA agree that this is an important position which needs to be filled.

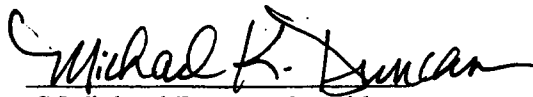
Dated: August 18, 2003

Dated August 18, 2003

Alden Central School District

Alden Teachers' Association


S/Donald W. Raw, Jr. Superintendent


S/Michael Duncan, President

ADDENDUM (SUMMER SCHOOL)

1. The District will determine the number and types of positions that exist for summer school annually. The positions will take into account the needs of the student population and will reflect the District's overall education plans.
2. The summer school work period shall be represented by a three (3) hour instructional period. Staff members will be prepared for teaching upon the start of the instructional period and also will be responsible for registration, course preparation, tests, examinations, and necessary state and local reports upon completion of the course.
3. Scheduling for the summer school shall be determined by the District.
4. Each year, current staff members will have preference for all summer school positions. Vacancies will be conspicuously posted in the District's schools as soon as the need for instructional programs has been determined. Staff members who have previously indicated an interest in applying for summer school positions will be contacted to determine the interest in a specific position. If current staff members of the District are not sufficient in numbers to fill all positions, the District may seek appropriate qualified, certified teachers elsewhere.
5. When the District runs the summer school through BOCES, Alden teachers will be notified through the usual posting process. The District will make every effort to see that Alden teachers, where otherwise not prohibited by BOCES, be given the right of first refusal regarding classes to be offered to Alden students. The responsibility for the final selection of teachers will be with BOCES.
6. Each summer school teacher will be granted one paid sick leave day for the summer session. If the day is unused at the end of the session, it will be added to the teacher's sick leave accumulation.
7. In the event of illness or injury to a summer school teacher, the class should not be without a substitute for more than two (2) days.
8. Salary for summer school will be based on an assumption that a teacher has a three (3) hour per day assignment for a full six (6) week summer program. Other positions will have salary pro-rated upon this basis. The salary structure is as follows:

Alden Experience	B	M
0-10	\$2,416.00	\$2,529.00
11-20	\$2,529.00	\$2,641.00
21 +	\$2,641.00	\$2,754.00

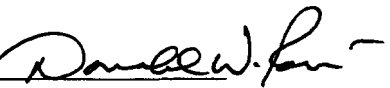
9. Reasonable class size will be maintained.

SUBSCRIPTION

The parties, by their authorized representatives, have duly executed and accepted this Agreement on the 17th day of December, 2004, at Alden, New York.


ALDEN CENTRAL SCHOOL DISTRICT

By


Donald W. Raw, Jr., Superintendent

ALDEN TEACHERS' ASSOCIATION

By


Michael Duncan, President

STEP	BASE	B-1	B-2	B-3	B-4	B-5	B-6	B-7	B-8
1	32,050	32,337	32,624	32,911	33,198	33,485	33,772	34,059	34,346
2	33,900	34,187	34,474	34,761	35,048	35,335	35,622	35,909	36,196
3	35,750	36,037	36,324	36,611	36,898	37,185	37,472	37,759	38,046
4	37,600	37,887	38,174	38,461	38,748	39,035	39,322	39,609	39,896
5	39,450	39,737	40,024	40,311	40,598	40,885	41,172	41,459	41,746
6	41,300	41,587	41,874	42,161	42,448	42,735	43,022	43,309	43,596
7	43,150	43,437	43,724	44,011	44,298	44,585	44,872	45,159	45,446
8	45,000	45,287	45,574	45,861	46,148	46,435	46,722	47,009	47,296
9	46,850	47,137	47,424	47,711	47,998	48,285	48,572	48,859	49,146
10	48,700	48,987	49,274	49,561	49,848	50,135	50,422	50,709	50,996
11	50,550	50,837	51,124	51,411	51,698	51,985	52,272	52,559	52,846
12	52,400	52,687	52,974	53,261	53,548	53,835	54,122	54,409	54,696
13	54,250	54,537	54,824	55,111	55,398	55,685	55,972	56,259	56,546
14	56,100	56,387	56,674	56,961	57,248	57,535	57,822	58,109	58,396
15	57,950	58,237	58,524	58,811	59,098	59,385	59,672	59,959	60,246
**16	62,154	62,621	63,087	63,554	64,020	64,487	64,953	65,420	65,886
**21	69,947	70,413	70,880	71,346	71,813	72,279	72,746	73,212	73,679
2.3% used to calculate CPI									

Bachelors Schedule A 2005 - 2006 School Year

STEPS 1 - 15 REMAIN THE SAME									
STEP	BASE	B-1	B-2	B-3	B-4	B-5	B-6	B-7	B-8
**16	63,397	63,873	64,349	64,825	65,301	65,777	66,252	66,728	67,204
**21	71,346	71,821	72,297	72,773	73,249	73,725	74,200	74,676	75,152
Estimated 2.0% used to calculate CPI									

Bachelors Schedule A 2006 - 2007 School Year

STEPS 1 - 15 REMAIN THE SAME									
STEP	BASE	B-1	B-2	B-3	B-4	B-5	B-6	B-7	B-8
**16	64,665	65,151	65,636	66,121	66,607	67,092	67,577	68,063	68,548
**21	72,772	73,258	73,743	74,228	74,714	75,199	75,684	76,170	76,655
Estimated 2.0% used to calculate CPI									

Bachelors Schedule A 2007 - 2008 School Year

STEPS 1 - 15 REMAIN THE SAME									
STEP	BASE	B-1	B-2	B-3	B-4	B-5	B-6	B-7	B-8
**16	65,959	66,454	66,949	67,444	67,939	68,434	68,929	69,424	69,919
**21	74,228	74,723	75,218	75,713	76,208	76,703	77,198	77,693	78,188
Estimated 2.0% used to calculate CPI									

Masters Schedule A 2004 - 2005 School Year

STEP	BASE	C-1	C-2	C-3	C-4	C-5	C-6	C-7	C-8	C-9	C-10
1	34,350	34,637	34,924	35,211	35,498	35,785	36,072	36,359	36,646	36,933	37,220
2	36,424	36,711	36,998	37,285	37,572	37,859	38,146	38,433	38,720	39,007	39,294
3	38,498	38,785	39,072	39,359	39,646	39,933	40,220	40,507	40,794	41,081	41,368
4	40,572	40,859	41,146	41,433	41,720	42,007	42,294	42,581	42,868	43,155	43,442
5	42,646	42,933	43,220	43,507	43,794	44,081	44,368	44,655	44,942	45,229	45,516
6	44,720	45,007	45,294	45,581	45,868	46,155	46,442	46,729	47,016	47,303	47,590
7	46,794	47,081	47,368	47,655	47,942	48,229	48,516	48,803	49,090	49,377	49,664
8	48,868	49,155	49,442	49,729	50,016	50,303	50,590	50,877	51,164	51,451	51,738
9	50,942	51,229	51,516	51,803	52,090	52,377	52,664	52,951	53,238	53,525	53,812
10	53,016	53,303	53,590	53,877	54,164	54,451	54,738	55,025	55,312	55,599	55,886
11	55,090	55,377	55,664	55,951	56,238	56,525	56,812	57,099	57,386	57,673	57,960
12	57,164	57,451	57,738	58,025	58,312	58,599	58,886	59,173	59,460	59,747	60,034
13	59,238	59,525	59,812	60,099	60,386	60,673	60,960	61,247	61,534	61,821	62,108
14	61,312	61,599	61,886	62,173	62,460	62,747	63,034	63,321	63,608	63,895	64,182
15	63,386	63,673	63,960	64,247	64,534	64,821	65,108	65,395	65,682	65,969	66,256
**16	68,037	68,503	68,970	69,436	69,903	70,369	70,836	71,302	71,769	72,235	72,702
**21	78,157	78,624	79,090	79,557	80,023	80,490	80,956	81,423	81,889	82,356	82,822

2.3% used to calculate CPI

Masters Schedule A 2005 - 2006 School Year

STEPS 1 - 15 REMAIN THE SAME

STEP	BASE	C-1	C-2	C-3	C-4	C-5	C-6	C-7	C-8	C-9	C-10
**16	69,397	69,873	70,349	70,825	71,301	71,776	72,252	72,728	73,204	73,680	74,156
**21	79,720	80,196	80,672	81,148	81,624	82,099	82,575	83,051	83,527	84,003	84,479

Estimated 2.0% used to calculate CPI

Masters Schedule A 2006 - 2007 School Year

STEPS 1 - 15 REMAIN THE SAME

STEP	BASE	C-1	C-2	C-3	C-4	C-5	C-6	C-7	C-8	C-9	C-10
**16	70,785	71,271	71,756	72,241	72,727	73,212	73,697	74,183	74,668	75,153	75,639
**21	81,315	81,800	82,285	82,771	83,256	83,741	84,227	84,712	85,197	85,683	86,168

Estimated 2.0% used to calculate CPI

Masters Schedule A 2007 - 2008 School Year

STEPS 1 - 15 REMAIN THE SAME

STEP	BASE	C-1	C-2	C-3	C-4	C-5	C-6	C-7	C-8	C-9	C-10
**16	72,201	72,696	73,191	73,686	74,181	74,676	75,171	75,666	76,161	76,656	77,151
**21	82,941	83,436	83,931	84,426	84,921	85,416	85,911	86,406	86,901	87,396	87,891

Estimated 2.0% used to calculate CPI

MEMORANDUM OF AGREEMENT

Steps 1 – 15 Stipend - For the duration of this contract \$250 as a stipend off-schedule for members on steps 1 through 15. Stipend will be paid in the last payroll in December. For the 2004-05 school year, this may be by the second payroll after ratification by the Association and Board of Education.

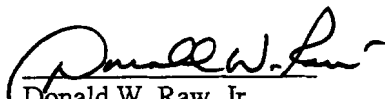
Tenure Bonus - \$1,600 – a one-time bonus to be awarded off-schedule at the beginning of the effective year of the tenure appointment. Paid in October of the effective year **OR** by the 3rd payroll after the effective date, if the appointment occurs during the school year. Duration of the contract.

Step 6 Stipend - \$250 as a one-time stipend to be awarded off-schedule to members on Step 6, to be paid in the last payroll in December. For the 2004-05 school year, this may be by the second payroll after ratification by the Association and Board of Education. Duration of the Contract.


Step 10 – 15 Stipend - \$250 as a stipend to be awarded off-schedule to members on steps 10, 11, 12, 13, 14, 15. This will be paid in the last payroll in December. For the 2004-05 school year, this may be by the second payroll after ratification by the Association and Board of Education. Duration of the Contract.

Step 16 Longevity Stipend - \$900 as an annual stipend, beginning in the second year that a member is on step 16. This stipend will be paid throughout the school year along with the member's regular salary. Duration of the contract.

ALDEN CENTRAL SCHOOL DISTRICT


Donald W. Raw, Jr.
Superintendent

ALDEN TEACHERS' ASSOCIATION


Michael Duncan, President
Alden Teachers' Association

SCHEDULE B
EXTRA CURRICULAR SALARIES

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
Freshmen Class	528	539	549	560
Sophomore Class	837	854	871	888
Junior Class	1485	1515	1545	1576
Senior Class	2180	2224	2268	2313
Aerobic Club	528	539	549	560
Art Club Advisor	528	539	549	560
Athletic Association	528	539	549	560
AV Club & Stage Coordinator	948	967	986	1006
Color Guard	528	539	549	560
Creative Writing Workshop	528	539	549	560
Drama Director HS	1885	1923	1961	2000
Drama Costume Director HS	431	440	448	457
Drama Technical Director HS	754	771	787	802
Future Business Leaders Club	528	539	549	560
Future Teachers	528	539	549	560
H.E.L.P.	528	539	549	560
High School French	528	539	549	560
High School Spanish	528	539	549	560
High School Yearbook	2435	2484	2533	2584
It's Academic	837	854	871	888
Key Club	528	539	549	560
Marching Band Director	2276	2322	2368	2415
Middle School Arts & Crafts	528	539	549	560
Middle School Bookstore	528	539	549	560
Middle School Computer Club	528	539	549	560
Middle School Drama Club	528	539	549	560
Middle School French Club	528	539	549	560
Middle School Health Club	528	539	549	560
Middle School Spanish Club	528	539	549	560
Middle School Yearbook	837	854	871	888
Middle School Student Council	1549	1580	1612	1644
Musical Director HS	1885	1923	1961	2000
Musical Choreographer HS	1077	1099	1121	1143
Musical Pit Band Director HS	754	769	784	800
Musical Costume Director HS	754	769	784	800
Musical Technical Director HS	754	769	784	800
Musical Director MS	1885	1923	1961	2000

**SCHEDULE B (Cont.)
EXTRA CURRICULAR SALARIES**

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
Musical Assistant MS	969	988	1008	1028
Musical Costume Director MS	754	769	784	800
Musical Technical Director MS	754	769	784	800
National Honor Society	528	539	549	560
National Junior Honor Society	528	539	549	560
Newspaper	1004	1024	1045	1065
Political Science Club	528	539	549	560
SADD	528	539	549	560
Rocketry Club	528	539	549	560
Science Club	528	539	549	560
Student Faculty Forum	2435	2484	2533	2584
Theater Club	528	539	549	560
Youth Against Cancer	528	539	549	560
Youth Court	948	967	986	1006
Youth to Youth	528	539	549	560

Schedule B shall go into effect as of July 1, 2004 and shall remain in effect through June 30, 2008.

Athletic Director

	<u>2004-2005</u>		<u>2005-2006</u>		<u>2006-2007</u>		<u>2007-2008</u>	
Step	1	2	1	2	1	2	1	2

SCHEDULE C
COACHES' SALARY SCHEDULE 2004-2008

	<u>2004 - 2005</u>		<u>2005 - 2006</u>	
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 1</u>	<u>Step 2</u>
Baseball	3900	4331	3978	4418
Baseball (J.V.)	2740	3043	2795	3104
Basketball (Varsity Boys)	4840	5376	4937	5484
Basketball (J.V. Boys)	3247	3601	3312	3673
Basketball (Modified Boys)**	2035	2235	2076	2280
Basketball (Varsity Girls)	4840	5376	4937	5484
Basketball (J.V. Girls)	3245	3601	3310	3673
Basketball (Modified Girls)**	2035	2235	2076	2280
Bowling	2368	2630	2415	2683
Cheerleading (Varsity)	3080	3419	3142	3487
Cheerleading (J.V.)	2805	3114	2861	3176
Cross Country	2805	3114	2861	3176
Cross Country (Modified)	2368	2630	2415	2683
Football	4839	5376	4936	5484
Football Assistant #1	3664	4067	3737	4148
Football Assistant #2	3247	3601	3312	3673
Football Assistant #3	3133	3481	3196	3551
Football Assistant #4	3091	3431	3153	3500
Football Assistant #5	3023	3358	3083	3425
Football Assistant #6***	2924	3248	2982	3313
Golf	2368	2630	2415	2683
Rifle	3398	3774	3466	3849
Soccer (Boys)	3670	4067	3743	4148
Soccer (J.V. Boys)	2805	3114	2861	3176
Soccer (Modified Boys)	2740	3043	2795	3104
Soccer (Girls)	3670	4067	3743	4148
Soccer (J.V. Girls)	2805	3114	2861	3176
Soccer (Modified Girls)	2740	3043	2795	3104
Softball	3900	4331	3978	4418
Softball (J.V.)	2740	3040	2795	3101

SCHEDULE C (Cont.)
COACHES' SALARY SCHEDULE 2004-2008

	<u>2004 - 2005</u>		<u>2005 - 2006</u>	
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 1</u>	<u>Step 2</u>
Softball (Modified Girls)	2588	2875	2640	2933
Swimming (Boys)	4446	4932	4535	5031
Swimming (Girls)	3023	3358	3083	3425
Swimming Assistant #1*** (Boys)	3033	3343	3094	3410
Swimming Assistant #1*** (Girls)	2015	2215	2055	2259
Swimming Modified**	2035	2235	2076	2280
Tennis (Boys)	2740	3042	2795	3103
Tennis (Girls)	2588	2766	2640	2821
Track (Head)	3900	4331	3978	4418
Track Assistant (Boys)	2588	2875	2640	2933
Track Assistant (Girls)	2588	2875	2640	2933
Track Assistant #3***	2588	2875	2640	2933
Volleyball	3670	4066	3743	4147
Volleyball (J.V.)	2804	3074	2860	3135
Volleyball (Modified Girls)	2740	3043	2795	3104
Wrestling	4062	4505	4143	4595
Wrestling Assistant #1***	3033	3343	3094	3410
Wrestling (Modified) **	2035	2235	2076	2280

SCHEDULE C
COACHES' SALARY SCHEDULE 2004-2008

	<u>2006 - 2007</u>		<u>2007 - 2008</u>	
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 1</u>	<u>Step 2</u>
Baseball	4058	4506	4139	4596
Baseball (J.V.)	2851	3166	2908	3229
Basketball (Varsity Boys)	5036	5593	5136	5705
Basketball (J.V. Boys)	3378	3746	3446	3821
Basketball (Modified Boys)**	2117	2325	2160	2372
Basketball (Varsity Girls)	5036	5593	5136	5705
Basketball (J.V. Girls)	3376	3746	3444	3821
Basketball (Modified Girls)**	2117	2325	2160	2372
Bowling	2464	2736	2513	2791
Cheerleading (Varsity)	3204	3557	3269	3628
Cheerleading (J.V.)	2918	3240	2977	3305
Cross Country	2918	3240	2977	3305
Cross Country (Modified)	2464	2736	2513	2791
Football	5034	5593	5135	5705
Football Assistant #1	3812	4231	3888	4316
Football Assistant #2	3378	3746	3446	3821
Football Assistant #3	3260	3622	3325	3694
Football Assistant #4	3216	3570	3280	3641
Football Assistant #5	3145	3494	3208	3564
Football Assistant #6***	3042	3379	3103	3447
Golf	2464	2736	2513	2791
Rifle	3535	3926	3606	4005
Soccer (Boys)	3818	4231	3895	4316
Soccer (J.V. Boys)	2918	3240	2977	3305
Soccer (Modified Boys)	2851	3166	2908	3229
Soccer (Girls)	3818	4231	3895	4316
Soccer (J.V. Girls)	2918	3240	2977	3305
Soccer (Modified Girls)	2851	3166	2908	3229
Softball	4058	4506	4139	4596
Softball (J.V.)	2851	3163	2908	3226
Softball (Modified Girls)	2693	2991	2746	3051
Swimming (Boys)	4626	5131	4718	5234
Swimming (Girls)	3145	3494	3208	3564

SCHEDULE C (Cont.)
COACHES' SALARY SCHEDULE 2004-2008

	<u>2006 - 2007</u>		<u>2007 - 2008</u>	
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 1</u>	<u>Step 2</u>
Swimming Assistant #1*** (Boys)	3156	3478	3219	3548
Swimming Assistant #1*** (Girls)	2096	2304	2138	2351
Swimming Modified**	2117	2325	2160	2372
Tennis (Boys)	2851	3165	2908	3228
Tennis (Girls)	2693	2878	2746	2935
Track (Head)	4058	4506	4139	4596
Track Assistant (Boys)	2693	2991	2746	3051
Track Assistant (Girls)	2693	2991	2746	3051
Track Assistant #3***	2693	2991	2746	3051
Volleyball	3818	4230	3895	4315
Volleyball (J.V.)	2917	3198	2976	3262
Volleyball (Modified Girls)	2851	3166	2908	3229
Wrestling	4226	4687	4311	4781
Wrestling Assistant #1***	3156	3478	3219	3548
Wrestling (Modified) **	2117	2325	2160	2372

All experience must be Alden Central School experience. Persons without Alden experience will be placed on Step 1.

** Please note these are split seasons. In the event they return to a full season sport, salary will be \$2,740 for step 1 and \$3,043 for step 2.

*** Preseason sign-ups will determine the need for the following coaching positions. Each sport will have a minimum number of students to determine the need for the extra position year to year.

Football Assistant #6	84 or more students
Track Assistant #3	50 or more students
Wrestling Assistant #1	24 or more students
Swimming Assistant #1	24 or more students

SCHEDULE D

DEPARTMENT AND GRADE LEVEL CHAIRPERSONS

DEPARTMENT CHAIRPERSONS

2004-2008

\$900 plus \$235
for each teacher
in department

GRADE LEVEL CHAIRPERSONS

2004-2008

\$900 plus \$235
for each teacher
in department

Schedule D shall go into effect as of July 1, 2004 and shall remain in effect through June 30, 2008.

SCHEDULE E

SCHOOL PSYCHOLOGIST, GUIDANCE COUNSELOR, AND TEACHER ON SPECIAL ASSIGNMENT SALARY SCHEDULE

2004-2008

These positions shall be compensated at the following rates:

1.05 times a teacher's salary for a ten month year if hired prior to July 1, 1996.

1.00 times a teacher's salary for an ten-month year if hired after July 1, 1996.

1.15 times a teacher's salary for an eleven-month year.

1.25 times a teacher's salary for a twelve-month year.

Illustration: Base according to schedule plus (0.05, 0.15 or 0.25) of step not to exceed Step 15
= Salary.

For those individuals hired after July 1, 1996, there shall be no 0.05 adjustment.

SCHEDULE F

SUPERVISORS OF ATTENDANCE

1. Supervisors of Attendance will receive one-third ($\frac{1}{3}$) of the Bachelor's column salary schedule as salary during 2004-2005, 2005-2006, 2006-2007, 2007-2008. Prior teaching experience and credit beyond the Bachelor's Degree will not be recognized for this position. Prior experience in the position of Supervisor of Attendance in the Alden Central School District will be recognized for step placement.
2. Supervisors of Attendance will be eligible for health insurance benefits under Article 20 as part-time elementary teachers.
3. Supervisors of Attendance will receive six (6) sick leave days annually. These days may accumulate to a maximum of thirty (30).
4. Supervisors of Attendance will receive one (1) personal leave day annually.
5. The schedule for Supervisors of Attendance shall not exceed one-half ($\frac{1}{2}$) of a teacher's work day.

SCHEDULE G
SCHOOL NURSE

- A. School Nurses provide health services as outlined in the district job description.
- B. Work day (full-time): 40 hours per week inclusive of a daily 30 minute lunch period. The workday for nurses will be continuous and no combination of part-time nurses will be used to eliminate a full-time position.
- C. Work day (part-time): School Nurses hired part-time will have benefits prorated under the following guideline:
 $X/40 + .125$ where x =number of hours scheduled. The School Nurse receives full benefits at 35 hours or greater. At no time will the School Nurse receive greater than 100% benefits.
- D. Salary is determined by the following:

Years 1-3	\$26,700
Years 4-6	\$28,700
Years 7-9	\$30,700
Years 10-12	\$32,700
Years 13+	\$34,700

Current SN will be placed according to Alden experience in full years. New hires will be placed as determined by the superintendent. Prorating will be identified by Part C above. In addition, a SN with a Master Degree determined by the superintendent to be pertinent to the position will receive \$1000.00 annually.

- E. The SN is covered by all Articles of the current bargaining agreement with the exceptions of 16.9 (Sabbatical).
- F. Within one month of completion of the equivalent of six graduate credits the SN will submit a request to the District for remuneration. The credits must have been previously approved by the superintendent unless the credits are towards a Masters Degree as determined by the granting institution in the SN's field in which case no pre-approval is necessary. Upon receipt of this request and the transcript indicating the awarding of the credits, the district will pay the employee a one-time lump sum check of \$1,000.00 within thirty days of district receipt. Teacher Center in-service hours (as per Article 19.3.2) will apply with prior approval of the superintendent.
- G. In the event that the SN works outside the regular teacher work year, the SN will be remunerated at the per diem rate of 1/200 of salary step as listed on Schedule A, Bachelors, in the school year in which the hours are worked.

SCHEDULE H
OCCUPATIONAL THERAPIST
(REGISTERED)

- A. Occupational Therapists evaluate students, supervise COTA's, consult with parents and educators.
- B. Work day (full time): eight (8) hours per day and 40 hours per week.
- C. A part-time schedule will be fractions of 40 hours per week rounded to the nearest half hour.
- D. Minimum hours per week for the school year will be determined prior to September 1 of that school year. Hours may be increased during the school year as needed. The District must notify the OTR in writing at least two weeks in advance of increasing hours per week unless otherwise agreed to. Hours will not be decreased during the school year lower than the September minimum without a minimum of thirty (30) days notice. The OTR will coordinate work hours during the school week with the superintendent or his/her designee. Travel time within the district will be inclusive of these hours.
- E. Salary will be determined by the placement of teachers' Schedule A, Bachelors Steps 1-15 inclusive. Prorating will be identified by Part C of Schedule I above. An OTR with a Master's Degree determined by the superintendent to be pertinent to the position will receive an annual stipend of \$1,000.00 in addition to the step indicated in teachers' Schedule A. OTRs, both full and part-time, will move up the schedule the same as other members of the bargaining unit.
- F. Within one month of completion of the equivalent of six graduate credits, the employee will submit a request to the District for payment. The credits must be previously approved by the superintendent unless the credits are towards a Masters Degree as determined by the granting institution in the employee's field. Upon receipt of this request and the transcript indicating the awarding of the credits, the District will pay the employee a prorated lump sum check of \$1,000.00 within thirty (30) days. Teacher Center in-service hours (as per Article 19.3.2) will apply with prior approval of the superintendent. Part-time employees shall be entitled to a prorate payment.
- G. The OTR will be notified prior to April 1 if services are not required the next school year.
- H. Benefits will be prorated under the following guidelines:
$$X/40 + .125$$
 where x=number of hours scheduled. The OTR receives full benefits at thirty-five (35) hours or greater. At no time will the OTR receive greater than 100% benefits.

- I. In the event that the OTR works outside the regular teacher work year, the OTR will be granted the per diem rate of 1/200 of salary step as listed on teachers' Schedule A in the school year in which the hours are worked.
- J. The OTR will be covered by all sections of the current bargaining agreement except Article 16.9 (sabbatical).
- K. Schedule I will go into effect as of July 1, 1999. OTRs hired from that date will receive all salary and benefits due them.

SCHEDULE I

CONTRACT PROVISIONS APPLICABLE TO TEACHER ASSISTANTS

No sections of this agreement related to benefits of employment are applicable to teacher assistants unless contained in this Memorandum of Agreement as listed.

Articles in this agreement which apply in their entirety to teacher assistants are:

Articles 1-3, 4.2-4.12, 4.14-4.15, 4.18, 5.0-5.5, 6.0-6.1.2, 6.3, 6.5-6.7, 7.0-11.1, 13.1, 14.0, 16.0-16.0.9, 16.2-16.3.5, 16.5-16.6.3, 16.8, 17.0-17.4, 18.0-18.2, 20-20.5.2, 20.1-21.2

1. Article 12 will read: Promotions and voluntary transfers shall be filled with qualified personnel from within the District whenever and wherever possible. Requests for promotions and voluntary transfers shall be made in writing and to the immediate supervisor. In the event the District determines that two or more persons within the bargaining unit are equally qualified, District seniority shall govern. Involuntary transfers shall be filled with qualified personnel from within the District whenever and wherever possible. In the event the District determines that two (2) or more employees within the same job classification are equally qualified, District seniority shall govern.

2. Article 19.0 salary will read: Salaries for Teacher Assistants will be 60% of the existing teacher salaries for BA Step 1 – BA Step 5.

Teachers Assistants salaries for the 2004-2008 school years are:

Step 1 - \$19,230
Step 2 - \$20,340
Step 3 - \$21,450
Step 4 - \$22,560
Step 5 - \$23,670

For the duration of this contract, \$225 as a stipend off-schedule for members on steps 1 through 5. Stipend will be paid in the last payroll in December. For the 2004-05 school year, this may be by the second payroll after ratification by the Association and Board of Education.

3. Article 19.3.2. – Professional Improvement and in-service Education will apply to teacher assistants only after they receive tenure.

No. 6 shall read: Maximum of thirty-six (36) hours.

All Articles, conditions, and terms shall remain the same commensurate with ATA Contract for 2004 for the Collective Bargaining Unit known as the Alden Teachers' Association as they pertain to teacher assistants.

MEMORANDUM OF AGREEMENT

Steps 1 – 15 Stipend - For the duration of this contract \$250 as a stipend off-schedule for members on steps 1 through 15. Stipend will be paid in the last payroll in December. For the 2004-05 school year, this may be by the second payroll after ratification by the Association and Board of Education.

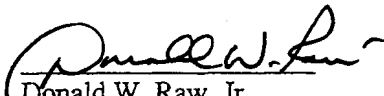
Tenure Bonus - \$1,600 – a one-time bonus to be awarded off-schedule at the beginning of the effective year of the tenure appointment. Paid in October of the effective year **OR** by the 3rd payroll after the effective date, if the appointment occurs during the school year. Duration of the contract.

Step 6 Stipend - \$250 as a one-time stipend to be awarded off-schedule to members on Step 6, to be paid in the last payroll in December. For the 2004-05 school year, this may be by the second payroll after ratification by the Association and Board of Education. Duration of the Contract.


Step 10 – 15 Stipend - \$250 as a stipend to be awarded off-schedule to members on steps 10, 11, 12, 13, 14, 15. This will be paid in the last payroll in December. For the 2004-05 school year, this may be by the second payroll after ratification by the Association and Board of Education. Duration of the Contract.

Step 16 Longevity Stipend - \$900 as an annual stipend, beginning in the second year that a member is on step 16. This stipend will be paid throughout the school year along with the member's regular salary. Duration of the contract.

ALDEN CENTRAL SCHOOL DISTRICT


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